

Contract for Services

Between:

Treas Institute Quebec Inc.

(“Treas Que.”)

And:

Sia Immigration Solutions Inc

(the “Representative”)

WHEREAS:

- A. Treas Que. is a privately held corporation incorporated in Quebec, Canada;
- B. Treas Que. Is a private career college committed to fostering student success by delivering career-oriented programs that align with current industry standards and demands;
- C. The Representative is in the business of recruiting students who seek to enroll in educational courses and programs at educational institutions such as Treas Que.;
- D. Treas Que. has agreed to engage the Representative to provide it with services pursuant to the terms described in this Contract, and the Representative has agreed to such engagement;

NOW THEREFORE THIS CONTRACT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Treas Que. and the Representative agree as follows:

1. Interpretation and Definitions

1.1 The headings of the clauses in this Contract are for the purpose of convenience of reference only, and shall not be used in the interpretation of, or to modify or amplify, the terms of this Contract or any clause hereof.

1.2 In this Contract, the following definitions shall apply:

- (a) “**Applicable Privacy Laws**” means any laws governing the collection, use, disclosure protection or Processing of Personal Information or data about or concerning an identifiable individual that are applicable to the Services within any jurisdiction in which the Services are provided, including Canada;
- (b) “**Contract**” means this Contract and the Schedules hereto;
- (c) “**Contact Information**” means information to enable an individual at a place of business to be contacted, and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(d) **“Group”** means any associated company of Trebas Que., any partnership in which Trebas Que. is a partner, any company which is a subsidiary company of Trebas Que., any company which is a holding company of Trebas Que. (whether majority holding or otherwise), any company which is a subsidiary of or is controlled by such holding company, any division of such holding company and/or any joint venture company of which Trebas Que. or such holding company is a shareholder;

(e) **GUS Gateway:** means the Application management system utilized by Trebas Que. for application logging and tracking. Access to the GUS Gateway is available only to the individuals who are in compliance with the GUS Quality Shield and have an active contract with Trebas Que.:

<https://www.gusgateway.com/>

(f) **GUS Quality Shield:** means a framework serving as a Group-wide quality assurance framework for representatives and Group suppliers. Under this framework, third party platforms will be leveraged for business and individual identification and verification.

(g) **“Personal Information”** has the meaning set out in clause 14.2 of this Contract;

(h) **“Parties”** means the parties to the Contract and the term “Party” shall mean each of them; and

(i) **“Processing”** means the collection, use, disclosure, protection, retention and/or destruction of Personal Information, and includes any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available;

2. Engagement and Services

2.1 Trebas Que. agrees to engage the Representative pursuant to the terms and conditions described in this Contract, and the Representative hereby agrees to such engagement.

2.2 During the term of this Contract, the Representative shall provide the services described in Schedule “A” (the “Services”).

3. Term

3.1 This Contract shall come into force on the day it is signed (the “Effective Date”) and shall continue for a period of twelve (12) months. The Contract may be renewed thereafter, subject to the approval of Trebas Que. and provided that both parties agree to the renewal terms in writing prior to the expiration of the current term.

4. Nature of Engagement

4.1 This is a contract for services. The Representative acknowledges and agrees to provide the Services to Trebas Que. as an independent contractor and not as an employee, agent or partner of Trebas Que. Nothing in this Contract or in the conduct of the Parties in relation to this Contract shall be deemed or construed as creating any relationship (whether as employer/employee, agency, joint venture, association or partnership) except as expressly agreed in this Contract.

4.2 The Representative shall not represent Trebas Que. and/or the Group in any capacity whatsoever or bind Trebas Que. and/or the Group orally or in writing to any legal obligation, except as expressly agreed in this Contract.

5. Non-Exclusivity

5.1 The Representative is engaged by Trebas Que. to provide the Services on a non-exclusive basis.

5.2 For the avoidance of doubt:

- (a) Trebas Que. may engage other contractors to provide it with student recruitment services; and
- (b) the Representative may provide student recruitment services to other educational institutions during the term of this Contract, provided that any such services do not interfere or conflict with the Representative's obligations under this Contract.

6. Representative's Obligations

6.1 During the term of this Contract, the Representative shall:

- (a) ensure that the Services are provided in a competent, timely and professional manner;
- (b) ensure that all any and all persons whom the Representative employs or engages to provide the Services (the "Representative's Personnel") have the required qualifications, skills and experience to provide the Services, and are properly trained, instructed and supervised by the Representative;
- (c) not accept any payment from a student or prospective student, including cash, cheque, bank transfer, credit or debit card payments, on behalf of Trebas Que. All payments from students or prospective students must be made directly to Trebas Que.
- (d) supply any equipment or tools the Representative may require providing the Services;
- (e) be responsible for paying all expenses pertaining to the operation of the Representative's business, other than expenses pre-approved in writing by Trebas Que. in connection with the Services;
- (f) not engage in any conduct which may have the effect of bringing Trebas Que.'s and/or the Group's name into disrepute;
- (g) comply with Trebas Que.'s and the Group's policies and procedures pertaining to the Services, including Trebas Que.'s Code of Conduct for Educational Representatives as may be amended from time to time and found at: <https://partners.gus.global/GQS-code-of-conduct>
- (h) comply with all statutory and/or other legal obligations pertaining to the provision of the Services;
- (i) complete and provide all records, reports and information pertaining to the Services as Trebas Que. may reasonably require, including but not limited to all records, reports and information requested by Trebas Que. for the purpose of determining and/or calculating any commission payments under this Contract; and
- (j) in a timely manner, verify and confirm in writing account statements received from Trebas Que. to permit Trebas Que. to finalize and process commission payments to the Representative.

7. Trebas Que.'s Obligations

7.1 During the term of the Contract, Trebas Que. shall:

(a) provide to the Representative on an ongoing basis with complete and up-to-date information reasonably required to enable the Representative to perform the Services, including information about Treas Que. and its courses and programs, bursaries and scholarships, fee schedules, admission criteria and policies; and

(b) pay Commission(s) to the Representative in accordance with the terms and conditions outlined in this Contract and in Schedule “B”.

8. Assignment and Subcontracting

8.1 The Representative may subcontract the performance of any of its duties or obligations under this Contract to a sub-contractor, provided that the Representative:

a) conducts due diligence to verify the identity and legitimacy of any subcontractors engaged for the purposes of this Contract. This obligation includes performing Know Your Customer (KYC) or Know Your Business (KYB) checks. The Representative shall maintain accurate records of the verification process and shall provide such records to Treas Que. upon request, to confirm compliance with this obligation;

b) subcontracts only with persons that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Contract; and

c) enters into a written agreement with such sub-contractor binding the sub-contractor to terms that are at least as protective of the rights and information of the Treas Que. just as this Contract, and to any of the Treas Que.’s policies that place responsibilities on the Representative including, without limitation, the GUS Quality Shield Code of Conduct for Educational Representatives.

8.2 Treas Que. reserves the right to request the Representative to disclose sub-contractor due-diligence framework and/or due-diligence and correspondence between a specific sub-contractor in question.

8.3 Notwithstanding anything herein, any sub-contractor under this Section 8 shall not be allowed to use or have access to any of Treas Que.’s or the Group’s systems.

8.4 In all cases, the Representative shall remain fully responsible for the performance of its obligations under this Contract and shall be liable for the acts and omissions of each sub-contractor (including anyone engaged by the sub-contractor for the purposes of this Contract) to the same extent as if such acts or omissions were performed by the Representative. The Representative shall be solely responsible for any fees and expenses payable to any sub-contractor. Furthermore, the Representative shall indemnify and hold Treas Que. and the Group harmless from any losses, liabilities, damages, costs, or expenses arising out of or related to any default, act, or omission by any subcontractor engaged by the Representative in connection with this Agreement.

8.5 When appointing any sub-contractors, the Representative must ensure that the sub-contractors fully comply with the GUS Quality Shield Code of Conduct, as outlined in Schedule C of this Contract. Any breach by a sub-contractor of the GUS Quality Shield Code of Conduct may result in the immediate termination of this Contract, without further notice.

8.6 The Treas Que. reserves the right to assign, transfer, or subcontract any of its rights or obligations under this Contract. However, the Representative shall not assign, transfer, or subcontract any of its rights or obligations under this Contract to any third party, including sub-contractors

9. Commissions

9.1 In consideration for the Services provided by the Representative to Trebas Que., Trebas Que. shall pay commissions to the Representative as described in the attached Schedule “B” (the “Commission(s)”).

10. Commission(s) Payments

10.1 Commission shall only be eligible for tuition: (a) paid by the student(s) for the programs and received by Trebas Que. in cleared funds; and (b) that is no longer eligible for refund pursuant to the Refund Policy.

10.2 The Representative shall receive a commission statement (“**Commission Statement**”) detailing the amount of Commission to be paid six (6) to eight (8) weeks after an intake of a student, which will include the Commission in Canadian Dollars. Once received, the Representative must provide confirmation in writing to Trebas Que. of the accuracy of the Commission payment by either providing an invoice (a “**Commission Invoice**”) for the amount set out on the applicable Commission Statement or by providing a dispute notice for such amount pursuant to the Commission Policy (as hereinafter defined). Payment of the Commission will not be made unless Trebas Que. receives a Commission Invoice from the Representative within twelve (12) months of a student’s enrollment. In the event of a dispute of a Commission Statement, the Representative will be offered a dispute process and mechanism as described in the Commission Policy (as hereinafter defined).

10.3 Payment of the Commission will be made by Trebas Que. to the Representative within thirty (30) days of receipt of the Commission Invoice such other time frame as agreed to by the Parties. The Representative will adhere to the Refund Policy and any amendment thereto if accepted by the Ministry of Colleges and Universities from time to time and will inform prospective students of this clause.

10.4 The Representative’s banking details will be collected by Trebas Que. upon signing this Contract and any change of such banking information will need to comply with Trebas Que. process published in the Representative Commission Policy, as may be amended from time to time, which can be located on the GUS Gateway (the “**Commission Policy**”).

10.5 Trebas Que. reserves the right to: (i) deduct the sum of any overpayment of Commission that arises due to refunds of paid fees issued to students from future Commissions owing; and (ii) bring a claim for Commission repayment in the event this Contract is terminated. This Section shall survive termination of this Contract and remain binding on the Representative.

10.6 The Parties agree that Trebas Que. may delay or withhold payment of any Commission(s) due to the Representative if the Representative at any time fails or refuses to fulfil its obligations under this Contract.

10.7 The Representative shall be solely responsible for its own operational, marketing and other business expenses. Trebas Que. shall only be liable for marketing or related expenses agreed to in advance and in writing by Trebas Que., and actually incurred by the Representative in connection with the provision of the Services. Such pre-approved expenses shall only be paid upon receipt by Trebas Que. of receipts establishing that such expenses have been incurred.

10.8 In accordance with 6.1(c), the Representative is not authorized to accept any payment from a student or prospective student, including cash, cheque, bank transfer, credit or debit card payments, on behalf of Trebas Que.

10.9 Trebas Que. reserves the right to amend the Refund Policy from time to time at its discretion. Where Trebas Que. provides the Representative with notice of such amendment, the Representative shall immediately adjust the Refund Policy information it provides to prospective students.

10.10 As an independent contractor, the Representative shall be responsible for making any and all payments and remittances, including any taxes and levies, as may be required by law, in connection with the provision of the Services. The Representative agrees that such payments and remittances shall be made in strict accordance with the Representative's statutory obligations. The Representative agrees to indemnify and hold harmless Trebas Que. from any and all liability for any tax, assessment, penalty, interest, wages, or any other amount of any kind whatsoever, arising under any other statute or law, that may arise in connection with the Services.

11. Marketing Communications

11.1 All marketing communications bearing the name, logo, or any other identifying marks of Trebas Que., including references to its courses, programs, partner institutions, students, or employees, must comply with the Marketing Guidelines available on the GUS Gateway and receive prior written approval from Trebas Que. before issuance or publication. Marketing communications include, but are not limited to, public announcements, press releases, websites, prospectuses, brochures, advertising, and any other materials or communications made available to the general public or any third party.

11.2 All marketing communications submitted to Trebas Que. for approval must be written in, or translated to, the English language.

11.3 Any misuse of the marketing collateral will be investigated under the GUS Quality Shield Code of Conduct and may lead to the termination of this Contract.

12. Language of Contract

12.1 This Contract is written in the English language. If this Contract is translated into any other language, the English version of the Contract shall prevail in the event of any conflict or inconsistency.

12.2 Any notice given under or in connection with this Contract shall be in the English language.

13. Termination

13.1 Trebas Que. may terminate this Contract at any time, without notice or any payment in lieu thereof, for Cause. For the purposes of this Contract, "Cause" means:

(a) any act, omission, or behaviour by the Representative or any member of the Representative's personnel, that would reasonably lead Trebas Que. to conclude that the Representative's conduct demonstrates a lack of intention or ability to fulfill the terms of this Agreement;

(b) any material breach by the Representative or any member of the Representative's Personnel of a provision of this Contract; or

(c) any failure by the Representative, or any member of the Representative's personnel, to provide the Services in a competent manner, or at all, where the Representative fails to remedy such failure to the satisfaction of Trebas Que. within thirty (30) days after receiving written notice of such failure.

13.2 Trebas Que. may terminate this Contract at any time, without Cause and without further obligation, by providing the Representative with thirty (30) days' notice in writing.

13.3 The Representative may terminate this Contract at any time, by providing Trebas Que. with thirty (30) days' notice in writing. Where the Representative provides Trebas Que. with written notice under this provision, Trebas Que. may waive such notice, in whole or in part, in which case this Contract shall terminate on the earlier date specified by Trebas Que.

13.4 On termination of this Contract for whatever reason, Trebas Que. shall deliver to the Representative a final account statement. The final Commission(s) amount due and payable to the Representative shall be calculated and paid in accordance with this Contract.

13.5 The termination of this Contract for any reason whatsoever shall not affect the operation of any provisions of this Contract to the extent to which they confer rights or impose obligations upon the Parties which are exercisable or enforceable after the Termination Date, and such provisions shall to the extent possible continue to be of full force and effect. The termination of this Contract shall also not prejudice any rights, obligations or liabilities that have accrued to the Parties as at the Termination Date. Otherwise, neither Party shall have any further obligations to the other under this Contract after its termination.

13.6 Upon termination of this Contract, the Representative shall:

- (a) immediately cease all recruitment activities on behalf of Trebas Que.;
- (b) not hold itself out as being associated with Trebas Que.; and
- (c) immediately deliver to Trebas Que. all property of Trebas Que. and/or the Group, which is in the possession or control of the Representative or any member of the Representative's personnel. For clarity, such property includes all Confidential Information related to the Services or any other documents or materials which touch upon the business of Trebas Que. and/or the Group, whether in paper or electronic form. No copy, duplication or reproduction of any kind whatsoever shall be made of such materials without the express written consent of Trebas Que.

14. Confidentiality and Protected Information

14.1 In this Contract "Confidential Information" means information disclosed to, used by, developed by, or made known to the Representative or any member of the Representative's Personnel in the course of providing the Services, which is not generally known by persons outside Trebas Que. and/or the Group including, but not limited to, information (printed, electronic or otherwise) pertaining to Trebas Que.'s and the Group's past, present, future and contemplated students, employees, Representatives, clients, customers, suppliers, agents, contracts, facilities, assets, equipment, operations, records, finances, accounts, products, services, projects, trade secrets, inventions, innovations, processes, methods, procedures, policies, routines, strategies, marketing plans and business plans.

14.2 In this Contract "Personal Information" means information about the students, prospective students or employees of Trebas Que., excluding Contact Information, that is collected, accessed, received, created, recorded or Processed by the Representative as a result of this Contract or in connection with providing the Services.

14.3 The Representative acknowledges that the Representative and the Representative's Personnel shall have access to and be entrusted with Confidential Information in the course of the Representative's engagement under this Contract, and that Trebas Que.'s and the Group's businesses would be irreparably harmed if such Confidential Information were disclosed to, or used by, any person outside Trebas Que. The Representative acknowledges and agrees that the right to maintain the absolute secrecy of its Confidential Information is a proprietary right which Trebas Que. and the Group are entitled to protect.

14.4 The Representative further acknowledges that, in the course of performing or providing the Services, the Representative may have access to or become engaged in the Processing of Personal Information in relation to students, prospective students or, as applicable, employees of Trebas Que.

14.5 The Representative covenants and agrees that during the term of this Contract and thereafter (as applicable), the Representative and the Representative's Personnel shall:

(a) use the Confidential Information and Personal Information ("Protected Information") exclusively in connection with providing the Services;

(b) hold the Protected Information in strict confidence, and refrain from reproducing, selling, assigning, licensing, marketing, transferring or otherwise disposing of, giving and/or disclosing Protected Information to any unauthorized person;

(c) take all reasonable steps to minimize the risk of disclosure of the Protected Information to unauthorized persons, and ensure the proper and secure storage of the Protected Information;

(d) not copy, remove and/or erase such Protected Information (including but not limited to, source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored);

(e) not use any Confidential Information for his/her/its own benefit, or for the benefit of any person other than Trebas Que. or the Group.

14.6 The Representative may disclose Protected Information:

(a) to the members of the Representative's Personnel who need to know such information for the purposes of carrying out the Representative's obligations under this Contract, provided that the Representative must ensure all such members of the Representative's Personnel comply with the Protected Information obligations described in this Contract; or

(b) as required by law, or by the order of a court of competent jurisdiction or a government or regulatory authority.

14.7 The Representative acknowledges and agrees that a breach by the Representative or any member of the Representative's Personnel of any of the Protected Information covenants contained in this Contract would result in irreparable harm to Trebas Que. and/or the Group that could not adequately be compensated by way of a damage award. The Representative agrees that in the event of any such breach, in addition to damages and all other remedies available to Trebas Que. and the Group at law or in equity, Trebas Que. shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this clause.

14.8 All documents, materials, reports, articles, and other work product made or compiled by the Representative, or other such documents or materials made available to the Representative in the course of providing the Services during the term of this Contract, including all copies thereof, are and shall remain the sole property of Trebas Que. and/or the Group. At the request of Trebas Que. and subject to applicable legal requirements, the Representative shall immediately return to Trebas Que. or securely destroy all such documents or materials, including those containing Protected Information.

14.9 Both Parties consent that during the duration of this Contract, either Party may disclose the existence of this Contract (but not its specific terms) and the other Party's basic contact details to any third Parties. The Representative agrees to keep confidential the specific terms of the Contract, including, but not limited to, commission rates and targets.

15. Compliance with Applicable Privacy Laws

15.1 The Representative must ensure that any and all Personal Information of the students, prospective students and employees is collected, used, disclosed and processed by the Representative in strict compliance with Applicable Privacy Laws, including under the Canadian federal privacy law and all applicable Quebec privacy laws, including but not limited to the following: An Act Respecting the Protection of Personal Information in the Private Sector (Quebec's Private Sector Privacy Act), The Civil Code of Quebec and An Act to Establish a Legal Framework for Information Technology.

15.2 The Representative represents and warrants that it has adequate systems in place to comply with the requirements of all Applicable Privacy Laws. The Representative represents and warrants that it shall take all reasonable steps to protect personal information from unauthorized access, use, modification, or disclosure, and shall immediately notify Trebas Que. of any suspected or actual breach of privacy laws. The Representative shall maintain appropriate records of compliance efforts and provide evidence of such compliance upon request.

15.3 To the extent the Representative shares Personal Information with Trebas Que., the Representative shall ensure

- (a) that it has all necessary privacy notices and consents in place to enable lawful transfer of Personal Information to Trebas Que.;
- (b) it gives full information to any individual whose Personal Information may be processed under this Contract of the nature such processing. This includes giving notice that, on the termination of this Contract, Personal Information relating to them may be retained by or, as the case may be, transferred to Trebas Que., their successors and assignees; and
- (c) it processes such Personal Information only for the purposes of this Contract and does not disclose or allow access to such Personal Information to anyone other than Trebas Que.

15.4 In this section 15.4 references to Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organizational measures are as defined in the General Data Protection Regulation (EU) 2016/679).

- (a) The parties acknowledge that for the purposes of this section 15.4, and to the extent to which the Representative processes personal data on behalf of Trebas Que., Trebas Que. is the controller and the Representative is the processor. The Representative shall process personal data to perform the Services, and to achieve this, the Representative will process personal data [by forwarding completed student application forms (containing student personal data) to Trebas Que. The categories of data subjects will be prospective students and the categories of personal data which will be processed are Students First name, Students last name, Students date of birth, Students email address, Students Phone Number, Students Physical address, Students passport number, Students nationality. The Representative shall only process personal data for the duration of this Contract.

(b) Where acting as processor and without prejudice to the generality of clause 15.1, the Representative shall, in relation to any personal data processed in connection with this Contract and the Representative's performance of the services:

i. process personal data only on the documented written instructions of Trebas Que. as set out in clause 15.3(a) unless the Representative is required by applicable laws to otherwise process such personal data. If the Representative is relying on applicable laws as the basis for processing personal data, the Representative shall promptly notify Trebas Que. before performing the processing required by applicable laws unless such applicable laws prohibit the Representative from notifying Trebas Que.;

ii. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

iii. Ensure that all Personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

iv. not transfer any Personal Data outside of the European Economic Area, except as authorized or instructed by Trebas Que.;

v. assist Trebas Que. in responding to any request from a data subject, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

vi. notify Trebas Que. without undue delay on becoming aware of a personal data breach;

vii. at Trebas Que.'s written direction, delete or return personal data and copies thereof to Trebas Que. on termination of this Contract ; and

viii. maintain complete and accurate records and information to demonstrate its compliance with this clause 15.4 and allow Trebas Que. to audit the Representative's compliance with this clause and immediately inform Trebas Que. if, in the opinion of the Representative, an instruction infringes local data protection laws.

15.5 The Representative shall indemnify Trebas Que. and hold Trebas Que. harmless from any cost, claims, charge, damages, expense or loss incurred by Trebas Que. or for which Trebas Que. may become liable due to any failure by the Representative or its employees, subcontractors or Representatives to comply with any of its obligations under this section 15.

15.6 Upon Trebas Que.'s request the Representative shall provide copies of privacy notices as referred to within clause 15.2 and such policies or other documents which evidence its practices and procedures in relation to data protection.

15.7 Prior to the commencement of the Services, the Parties shall review the Applicable Privacy Laws within the jurisdictions in which the Services shall be delivered, including Canada, and shall develop such additional written terms, conditions or protocols as may be required to ensure compliance with such laws. The Services shall not commence until the parties have mutually agreed to such terms in writing (the “Data Management Plan”) or determined that such terms are not needed. The Representative shall comply with the terms of the Data Management Plan.

15.8 The Representative agrees to notify Trebas Que. in writing immediately upon becoming aware of a possible unauthorized collection, use, disclosure, Processing loss or theft of Personal Information of Trebas Que.’s, students, prospective students and/or employees or any other action of the Representative or its personnel in breach of this Article 15, or any breach of Applicable Privacy Laws in connection with the delivery of the Services or the performance of the Representative’s obligations under this Contract. The Representative agrees take all reasonable steps to contain and rectify such breach and to provide any information or assistance that Trebas Que. may request to enable it to rectify or remedy any such breach. The Parties shall comply with all required notices or reports under Applicable Privacy Laws.

15.9 In the event of any conflict or inconsistency among the provisions of section 15 or any Data Management Plan, the provision requiring the higher or better standards of privacy and data security shall govern to the extent of such inconsistency.

16. Indemnities

16.1 Trebas Que. shall not be liable for any act or omission on the part of the Representative or the Representative’s Personnel in the provision of the Services under this Contract (whether negligence or otherwise, including gross negligence), which causes injury, loss or damage to any prospective student, student and/or any other third party (whether direct, indirect or consequential), and the Representative hereby agrees to indemnify and hold harmless Trebas Que. and the Group in respect of any such liability.

16.2 Without limiting the generality of the foregoing, the Representative expressly indemnifies and holds harmless Trebas Que. and the Group against any and all losses, claims for damages or other claims of any nature or kind whatsoever, costs of any nature, interest and/or penalties or expenses, which Trebas Que. and/or the Group may incur as a result of:

- (a) the Representative’s breach of any legal requirements or obligations, whether such breach arises under the laws of the Province of Ontario, any other province or territory of Canada, or elsewhere;
- (b) the Representative’s misrepresentation of information relating to Trebas Que. and/or the Group, admission policies and procedures, courses, programs, scholarships and bursaries, except where the Representative acted upon approved material or information provided to the Representative by Trebas Que. in connection with the Services;
- (c) any claims brought by any member of the Representative’s Personnel against Trebas Que. and/or the Group, arising from work performed or services rendered in connection with the Services; and
- (d) any breach by the Representative of the requirements of clause 15, Applicable Privacy Laws or the terms of any Data Management Plan.

16.3 Where legal proceedings are commenced against Trebas Que. and/or the Group in connection with any act or omission on the part of the Representative in the provision of the Services, the Representative shall be liable to reimburse Trebas Que. and/or the Group for any and all costs and/or legal fees incurred by Trebas Que. and/or the Group to defend such proceeding(s), and to reimburse Trebas Que. and/or the Group for any amount of compensation, damages, penalty or other amount which Trebas Que. and/or the Group may be ordered by a court of competent jurisdiction to pay to any third party in connection with any act or omission on the part of the Representative in the provision of the Services.

16.4 In the event of any such legal proceedings being instituted against Trebas Que. and/or the Group, the Representative shall provide Trebas Que. and/or the Group with such information, documentation and other assistance as may reasonably be necessary to permit Trebas Que. and/or the Group to defend any claims against or affecting it.

16.5 Notwithstanding any other provision in this Contract, the Parties agree that Trebas Que. may assign its right to enforce the indemnities in this clause, to the Group.

16.6 Each of the indemnities set out above and throughout this Contract shall survive the termination or expiry of this Contract.

17. Consideration

17.1 The Parties acknowledge and agree that this Contract has been executed by each of them in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged.

17.2 The Parties waive any and all defenses relating to an alleged failure or lack of consideration in connection with this Contract.

18. Enurement

18.1 The provisions of this Contract shall enure to the benefit of and be binding upon the Representative and the Representative's successors, related companies and permitted assigns, and Trebas Que., its successors, assigns and related companies (i.e. the Group).

19. Entire Contract

19.1 This Contract contains the complete agreement concerning the engagement of the Representative by Trebas Que. and shall, as of the Effective Date, supersede and replace any and all other agreements between the Parties. The Contract shall also supersede and replace all other agreements between the Representative and other Group companies, the purpose of which was the recruitment of students for Trebas Que. The Parties agree that there are no collateral contracts or agreements between them, that neither of them has made any representations to the other except such representations as are specifically set forth in this Contract, and that any statements or representations that may previously have been made by either of them to other, including but not limited to any negligent misrepresentations, have not been relied on in connection with the execution of this Contract and are of no effect.

19.2 The Representative agrees that all restrictions contained in this Contract are reasonable and valid and hereby waives any and all defenses to their strict enforcement by Trebas Que. The Representative acknowledges that the Representative has been encouraged by Trebas Que. to seek independent legal advice prior to the execution and delivery of this Contract.

19.3 Any modification or amendment of this Contract or the Schedules hereto must be in writing and signed by both Parties.

19.4 Any waiver by a Party of a breach of any provision of this Contract by the other Party shall not be binding unless in writing and shall not operate or be construed as a waiver of any other subsequent breach by either Party.

20. Severability

20.1 All paragraphs and covenants contained in this Contract are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of a competent jurisdiction, such paragraphs or covenants shall be severed and the remainder of this Contract shall remain in full force and effect.

21. Notices

21.1 Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing via the GUS Gateway or the following email address:
partnersupport@gus.global

21.2 Either Party may change its address, fax number or email address by giving written notice to the other Party.

22. Counterparts

22.1 This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and shall have the same force and effect as an original, and such counterparts shall together constitute the same Contract. The Parties agree that this Contract and any other documents requiring signatures under this Contract may be executed electronically. Electronic signatures shall have the same legal effect as original signatures and are considered valid and binding. Each Party agrees that the electronic signature of a Party to this Contract shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Contract.

23. Governing Law and Jurisdiction

23.1 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada.

23.2 The Parties agree that any legal action or proceeding with respect to this Contract shall be brought exclusively in the courts of the Province of Quebec, Canada. By execution and signature of this Contract, the Parties irrevocably consent to the jurisdiction of such courts.

[Remainder of page intentionally left blank; signature page follows]

Dated this 11/6/2025

Treas Institute Quebec Inc.

NAME: Mohamed Slimani

Mohamed Slimani

SIGNATURE: _____

Representative

NAME: MANPREET JOSHI



SIGNATURE: _____

Schedule A – Services

1. The Services to be performed by the Representative shall include the following:

- (a) promoting Trebas Institute Quebec Inc. and its courses and programs, including its bursaries and scholarships, to prospective students, and recommending Trebas Institute Quebec Inc.'s courses and programs to prospective students who are legally, financially and academically qualified to undertake studies at the college;
- (b) recruiting legally, financially and academically qualified prospective students for enrolment in the college's courses and programs;
- (c) advising, evaluating and screening all prospective students and collecting from prospective students the necessary application forms, reports, testimonials, financial information, and any other documentation as required or requested;
- (d) conducting initial screenings of prospective students to determine whether they are eligible to undertake studies in Canada from an immigration perspective (where a prospective student is not eligible to study in Canada, the Representative shall exclude such prospective students from the recruitment process and shall comply strictly with clause 2 of this Schedule "A");
- (e) providing information to prospective students about the College's courses and programs, including bursaries and scholarships, and assisting prospective students to assess their eligibility for courses, programs, scholarships and bursaries offered by the College;
- (f) assisting prospective students to make informed decisions about the College's courses and programs, and aiding with the formal requirements involved in applying for enrolment with the College;
- (g) ensuring that student applications and documents are completed fully and accurately and signed by prospective students;
- (h) forwarding to Trebas Que. without delay application forms from prospective students, together with other appropriate documentation (as communicated to the Representative by Trebas Que. from time to time);
- (i) maintaining regular communication with Trebas Que. and providing student information as may be required by Trebas Que.;
- (j) inform the prospective student that if the prospective student submits any false statements or documents such as passports, identification documents, transcripts, diplomas, certificates, test scores, references, résumés, or the applications themselves, which are forged, fraudulent, altered from the original, materially incomplete, obtained under false pretenses, or otherwise deceptive in support of an application for admission, the application will be canceled immediately, any payments shall be forfeited by the prospective student and the prospective student will be accountable for any costs incurred by Trebas Que. for such actions
- (k) completing all records and reports pertaining to the Services as Trebas Que. may reasonably require, including records of its correspondence and consultations with prospective students; and
- (l) informing and updating Trebas Que. of market developments and emerging trends in student demand and preferences.

2. Unless the Representative is registered and licensed to provide such advice or assistance to prospective students, the Representative agrees that the Representative shall not provide advice to, or representation of, prospective students with regard to applications for study permits, temporary resident visas, or any other applications to Canadian immigration authorities. Prohibited advice and representation includes:

- (a) explaining or providing advice on immigration options;
- (b) making representations and/or offering guarantees to prospective students regarding their eligibility for study permits, temporary resident visas, or any other applications to Canadian immigration authorities;
- (c) providing guidance on the selection of the best immigration stream;
- (d) completing immigration application forms;
- (e) communicating with Immigration, Refugees and Citizenship Canada, Canada Border Services Agency or the Immigration and Refugee Board on an applicant's behalf;
- (f) representing a prospective student in an immigration application or proceeding; or
- (g) advertising that the Representative can provide immigration advice.

Schedule B – Commission(s)

General Terms:

This Schedule B records the Commission(s) payable by Trebas Que. to the Representative for the Services. Commission(s) shall be calculated and paid strictly in accordance with the terms and conditions outlined in the Contract and this Schedule B.

If and when changes are made to the Tuition Fees, Trebas Que. shall notify the Representative in writing and the calculation of Commission(s) shall then, from the effective date of the tuition fee change, be based on the amended Tuition Fees.

All taxes, charges and approved expenses, including but not limited to VAT and other sales tax, shall be included in the Commission(s) paid to the Representative and no further amounts shall be added or paid by Trebas Que. The Representative shall be responsible for making any and all payments and remittances, including any taxes and levies, as may be required by law, in connection with the provision of the Services.

COMMISSION RATES

Subject to the fulfilment of the conditions stipulated in clause 11.3(a) of the Contract, the Commission(s) payable to the Representative shall be calculated and paid as follows:

Programs: The entire portfolio of the Trebas Que. Programs are available here- [Programs - Trebas Institute](#)

Regional Exclusion: Domestic recruitment is non-commissionable.

Commission applies to Year 1 only

1 to 4 enrolments: 25%

5 to 9 enrolments per intake: 27.5%

10+ students per intake: 30%

Commissions are based on cleared funds received by Trebas Institute Quebec Inc., net of any refunds or fees.

Trebas Que. may issue special commission rates for specific programs or intakes, which will be formalized by written notice from Trebas Que. to the Representative.

Trebas Que. reserves the right to amend the commission rates in Schedule B, with thirty (30) days' notice to the Representative, to account for changes in Programs or market conditions.

Schedule C: Code of Conduct for Educational Representatives

This Code of Conduct (“Code”) sets out the expectations of Trebas Que. when agents engaged by Trebas Que. (“educational agents”) recruit international students for enrolment in Trebas Institute Quebec Inc.’s courses and programs: <https://partners.gus.global/GQS-code-of-conduct>

Signature Certificate

Signer

Signature

Signer Name: Mohamed Slimani

Signer Email: mohamed.slimani@trebas.gus.global

Sent: 11/6/2025

Viewed: 11/6/2025

Signed: 11/6/2025

Mohamed Slimani

IP Address: 216.113.119.218

IP Location: Montreal , Canada

Agent Name: MANPREET JOSHI

Agent Email: apps@siaimmigration.com

Sent: 11/6/2025

Viewed: 11/6/2025

Signed: 11/6/2025

Manpreet Joshi

IP Address: 67.225.63.57

IP Location: Regina , Canada

Recipient Verification:

Email verified 4/1/2023

Document completed by all parties on:

11/6/2025